

RETAINED

W04-193. eng-5577
Negotiated Agreement *m*

~~GENERAL ACCOUNTING OFFICE~~ *in O.C.E.*
~~INVEST DIVISION~~

NO. HQ-44-7

S-228

PERMIT FOR INSTALLATIONS UPON RIGHT OF WAY

The Director of Highways of and for the State of Washington, acting under and by virtue of Chapter 53, Laws of 1937, sections 78, ~~82~~ and 87, as amended by Chapter 265, Laws of 1943, hereby grants unto _____

UNITED STATES OF AMERICA,

hereinafter designated as "the Permittee", permission to:

Construct, operate and maintain a forty-eight inch (48") storm sewer pipe line across a portion of Primary State Highway No. 1, Seattle South, as now located and of record in the office of the Director of Highways, at approximately Highway Engineers Station 663+98.2, in the SE $\frac{1}{4}$ of Section 33, Township 24 North, Range 4 East, W. M., in King County, Washington.

Transit 3-P

Subject, however, to the following terms, conditions and provisions:

1. The sewer pipe line shall be laid to a true line and grade, and shall be placed in the ditch line so that the top of the pipe line shall be at least three feet (3') below the bottom of the pavement. The pipe line is to be constructed by the open trench method. Pavement shall be removed on either side of the trench to the nearest pavement joint which lies at least four feet (4') from the outside margins of the trench. Trenches shall be backfilled in layers of six inches (6") and thoroughly tamped into place, the last six inches (6") shall be composed of crushed stone.

Pavement shall be replaced with the same section and width as that removed and shall be Portland cement concrete, High Early, 4-day mix, in accordance with State Standard Specifications.

Only one strip of pavement shall be removed at a time and filling of the trench shall be completed to base of pavement and allowed to settle before the second strip of pavement is removed.

Traffic shall be maintained at all times on this section of highway and shall be detoured to one strip of pavement during such construction. Sufficient flags, barricades and lights shall be maintained to safeguard traffic.

Construction shall be subject to inspection by representatives of the Department of Highways and final approval of such work shall be secured from the Department of Highways.

The State of Washington shall have the right to connect a 12-inch storm sewer to the 48-inch pipe line covered by this permit for the purpose of draining excess waters from the highway right of way, provided that such connection shall not interfere with the normal operation of said storm sewer.

2. No work shall be done until the Permittee, its officers or employees shall have communicated with and received instructions from Geo. H. Shearer, District Engineer for the Department of Highways of the State of Washington, at the District Highway Office located at Seattle, Washington.

3. This permit shall be void unless the work herein contemplated shall have been completed before the 28th day of December, 1944.

4. All installations placed upon the right of way by the Permittee shall be and remain the property of the Permittee and may be removed by it any time.

5. The construction, operation, maintenance and removal of said installations shall be accomplished by the Permittee at its sole cost and expense and in such a manner as will at all times enable the State to use the surface of the right of way.

6. In the event of any future alterations of the property of the State or of the line or grade of the right of way necessitating changes in installations, the Permittee will make such changes as may be necessary to conform to any such future alterations.

7. In accepting this permit the United States, its successors or assigns, agrees to protect the State of Washington in so far as the United States may do so legally, and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance and operation, or by the improper occupancy of rights of way, and in case any suit or action is brought against the State and arising out of or by reason of any of the above causes, the United States, its successors or assigns, will, upon notice to it of the commencement of such action, in so far as it may legally do so, defend the same at its sole cost and expense and satisfy any Judgment which may be rendered against the State in any such suit or action.

8. Except as herein authorized, no excavation shall be made or obstacle placed on the State highway in such a way as to interfere with travel over said highway or within four (4) feet of the edge of the surfaced travelled roadway.

9. During the progress of the work such barriers shall be erected and maintained as may be necessary or may be directed by the State, acting through its Director of Highways, for the protection of the travelling public. The barriers shall be properly lighted at night.

10. If the work done under this permit interferes in any way with the drainage of the State highway, the Permittee shall, at its own expense, make such provision as the State Highway Engineer may direct to take care of said drainage.

11. On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and in a condition satisfactory to the State Highway Engineer.

12. All work herein contemplated shall be done under the supervision of and to the satisfaction of the Director of Highways, or his authorized representative, and the said Director hereby reserves the right to order the change of location or removal of any structure or structures authorized by this permit at any time, said changes or removal to be made at the sole expense of the Permittee.

13. All such changes, reconstruction or relocation by the Permittee shall be done in such a manner as will cause the least interference with any of the State's work, and the State shall in no wise be liable for any damage to the Permittee by reason of any such work by the State, its agents, contractors or representatives, or by the exercise of any rights by the State upon the roads, streets, public places or structures in question.

14. This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the State from granting other permits or franchise rights of a like or other nature to other public or private utilities, nor shall it prevent the State from using any of its roads, streets or public places, or affect its right to full supervision and control over all or any part of them.

15. Under the provisions of Chapter 265, Laws of 1943, the Director of Highways may only grant permits subject to the provision that the same may be cancelled at any time; however, this permit is issued for the special use of the United States in aid of its present defense efforts and in prosecution of the war, therefore the Director of Highways has no intention of cancelling this permit for the duration of the war and for a period of six (6) months thereafter, unless the terms and conditions hereof are not fulfilled or in the event the United States abandons the use of the premises for the purposes herein granted. In either of the latter two events, cancellation may be effected by either party hereto upon thirty (30) days' written notice to the other, and upon expiration of said 30 days after the service of such notice by registered mail this permit and the rights and privileges hereby granted, as well as the obligations hereby imposed upon the parties shall absolutely cease and terminate.

16. On or before the termination of this permit the Permittee will remove all installations and appurtenances from the premises of the State and restore said premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Permittee has no control excepted.

17. The permittee shall maintain at its sole expense the structure or object and all facilities for which this permit is granted, in a condition satisfactory to the Director of Highways.

18. In accepting this permit the Permittee agrees that any damage or injury done to its property by a contractor working for the State, or by any State employee engaged in construction, alteration, repair, maintenance or improvement of the State highway, shall be at the sole expense of the Permittee.

19. All expenditures to be made by the Permittee under the provisions of this permit shall be subject to appropriations being available for the purpose.

20. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this permit or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company.

DATED this 28th day of September, 1944.

STATE OF WASHINGTON,
DEPARTMENT OF HIGHWAYS

By

Lawell Bantz
Director of Highways

The United States of America, acting by and through

the undersigned

hereby accepts this Permit subject to the terms hereinabove set forth, this
5th day of January, 1945.

UNITED STATES OF AMERICA,

By

John B. Limeran
JOHN B. LIMERAN
Major, Corps of Engineers
Chief, Seattle Sub-Office